

EXHIBIT C

08/10/2005 14:37 FAX 212 752 7141

HERAEUS PRECIOUS METAL

AUG 10 '05 13:49 FR DELPHI PURCHASING

248 913 2077 TO 912127527141

P.02/05 002/

212 752 7141

Mutual Setoff Agreement

THIS MUTUAL SETOFF AGREEMENT is made and entered into as of August 10, 2005 (as the same may be hereafter amended, supplemented or otherwise modified from time to time, the "Agreement"), among Delphi Automotive Systems LLC ("Delphi") and W.C. Heraeus GmbH ~~and W.C. Heraeus Metal Processing, Inc., Heraeus Precious Metals Management LLC,~~ and all of their affiliates (collectively, "Heraeus").

RECITALS

WHEREAS, Delphi and Heraeus are parties to that certain Long Term Contract dated as of June 23, 2003 regarding the manufacturing of certain products as described therein;

WHEREAS, as part of the Long Term Contract, Delphi and Heraeus are also subject to the terms and conditions as set forth in that certain General Terms and Conditions agreement dated June 24, 1999;

WHEREAS, Delphi and Heraeus are also parties to that certain Bailment Agreement dated as of July 1, 2003;

WHEREAS, Delphi and Heraeus are also parties to various other written and unwritten contracts governing certain business arrangements between them; and

WHEREAS, the parties desire to amend, modify and incorporate by reference the provisions of this Agreement into all contracts, written and unwritten, between them as to various setoff and recoupment rights which the parties may have against one another or against affiliated entities of one another.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and the continued performance of both parties under their respective agreements with one another:

1. The parties acknowledge that the above Recitals are true and correct and are incorporated herein as if fully set forth.
2. The terms of this Agreement are considered to be an amendment to or modification of, as the case may be, to any and all existing or future agreements, written or oral, between the parties and this Agreement shall constitute a material provision to all such agreements among the parties.
3. This Agreement is perpetual and shall be in existence so long as there are contracts, written or oral, in existence and in effect between the parties.
4. Any breach, termination, rejection, or other form of non-performance under this Agreement shall also serve as a breach, termination, or rejection of all other agreements, written or oral, among the parties.
5. Notwithstanding any other provisions of any agreements among the parties, Delphi shall pay all amounts due to Heraeus in accordance with the respective terms of each

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P.03/05

agreement thereof, without further notice or demand and without any abatement or deduction for any reason whatsoever except that (i) Delphi shall be entitled to setoff any amounts due and owing by Heraeus to Delphi under any agreement among Delphi and Heraeus, and (ii) recoup any such amounts previously paid to Heraeus by Delphi. Likewise, should Delphi not make timely payment on any obligation owing under the respective terms of any agreement between Delphi and Heraeus then (i) Heraeus shall be allowed the right of setoff against amounts that Heraeus may owe Delphi under any agreement, and (ii) recoup any such amounts previously paid to Delphi by Heraeus. Each of the parties hereto acknowledges and agrees that such setoff and recoupment rights of each other shall be deemed mutual as to each other and their respective subsidiaries and affiliates as the case may be. Notwithstanding the foregoing, Heraeus acknowledges that Delphi pool accounts held by Heraeus contain both platinum group metals owned by Delphi and platinum group metals maintained by Delphi on behalf of Delphi customers under consignment and other arrangements. Heraeus understands and acknowledges that in no event is Heraeus permitted to take possession of any platinum group metals held in Delphi pool account for which Delphi does not hold record title. Delphi shall provide Heraeus with monthly reports detailing which metals are owned by Delphi and which are maintained on behalf of Delphi customers.

6. In the event a party to this Agreement shall have applied for or consented to the appointment of a receiver, trustee or liquidator of all or substantially all of its assets; makes a general assignment for the benefit of creditors; been the subject of an order for relief under the federal bankruptcy code, or been adjudicated a bankrupt, or files a voluntary petition in bankruptcy or fails to remove an involuntary petition in a bankruptcy filed against it within sixty days of the date of the filing (a "Debtor Party"), the Debtor Party seeking such relief further agrees, consents and will not oppose any motion, pleading or other papers filed by the opposing creditor party (a "Creditor Party") to seek relief from the automatic stay or similar injunction that may be imposed under state or federal bankruptcy law (Section 362) which shall allow the Creditor Party to exercise all of their rights of setoff and recoupment as expressly allowed under state law and/or Section 553 of title 11 of the United States Code.
7. The rights of a Creditor Party to exercise a setoff or recoupment against the obligations of a Debtor Party as provided for herein shall constitute a material provision of each and every contract, written or oral, between the parties and shall further apply to all existing contracts and agreements and all future agreements. Any delay, termination, rejection or prevention of the exercise of such rights shall constitute a breach of this Agreement and all other contracts and agreements, written or oral, between the parties. At such time the Creditor Party shall be allowed to exercise any and all rights and remedies legal or equitable following therefrom, including, but not limited to, terminating the performance of any and all other agreements, written or oral, between the parties and seeking damages against the Debtor Party.
8. This Agreement shall be governed by the laws of the State of New York. This Agreement shall be binding upon each party hereto, their respective successors and assigns, as well as any subsidiary or affiliate of each party to which this Agreement shall apply.

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Empfangszeit-10.Aug.-21:29-

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HERABUS PRECIOUS METAL

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P.04/05

9. This Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. A facsimile signature shall be deemed an original.

[Signatures on Next Page]

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Empfangszeit 10. Aug. 21:29

EXHIBIT A

Acton, Peter

From: Chiappetta, Louis S [Louis.Chiappetta@skadden.com]
Sent: Thursday, September 30, 2010 11:46 AM
To: Acton, Peter
Cc: Tullson, Carl T
Subject: RE: DPH Holdings Corp -- Heraeus

Peter,

The Reorganized Debtors will grant Heraeus' supplemental response extension to 4:00 p.m. (EDT) on October 8, 2010. Provided however, any supplement to the supplemental reply filed by the Reorganized Debtors is extended to October 19, 2010.

Regards,

Louis

[REDACTED- SETTLEMENT DISCUSSIONS]

EXHIBIT B

Purchase Invoice

Heraeus Precious Metals Management LLC
540 Madison Avenue, New York, N.Y. 10022
(212) 752-2180, Fax (212) 752-7141

ASEC/DELPHI ENERGY
ENVIRONMENTAL CATALYSTS
P.O. BOX 580970
TULSA OK 74158-0970

CUSTOMER#: 1447
INVOICE #: 009013
INV. DATE: AUG. 31, 2005
DUE DATE: SEP. 02, 2005

ANITA D. SMITH

OUR REFER: PT 218696

YOUR REFER:

| DESCRIPTION | QUANTITY T/Oun | UNIT PRICE \$ PER T/Oun | TOTAL VALUE \$ |
|---------------|-------------------|----------------------------|-------------------|
| PLATINUM | 551.536 | 886.000 | \$488,660.90 |
| TOTAL DUE YOU | | | \$488,660.90 |

SEP.20'2005 10:49 1-918-266-8018

1 CUSTOMER CELL

#3958 P.001

Heraeus

TRANSFER

Document No : 184675.01

Invoice Date : 09/06/2005

HERAEUS METAL PROCESSING INC.
13429 ALONDRA BLVD, NEW FERRY SPRING, OK 74067 USA

Customer# : 11800
DELPHI CATALYST
TULSA PRODUCT ACCOUNT
P.O. BOX 580970
TULSA OK 74158
UNITED STATES
Attention : ANITA SMITH

YOUR POOL ACCOUNT AT HMP HAS BEEN DEBITED

Value Date : 09/06/2005

METAL

PLATINUM

WEIGHT

551.5360 T.O.

***** POOL ACCOUNT DATA *****

| | REFERENCE | CUSTOMER REF NO. | T.O. |
|----|-----------|------------------|-----------|
| PT | 9999 | | (551.536) |

METAL TRANSFERRED TO HERAEUS PRECIOUS METAL, INC. (VAULT), NEW YORK NY

Woody
Betritsky
212-752-7141

Document No : 184675

Order# : 74029 / 19992

TRANSFER

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[Signatures on Next Page]

CAUUS 17.00 FAA 214 104 1111
-18-06 11.13 FROM:HEI

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HERAUS PRECIOUS METAL

ID: 5825287888

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PAGE 2/2

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the day and year first above written.

Delphi Automotive Systems LLC

By: Steve Uscowski

Name: STEVE USCOWSKI

Title: Commodity Manager AM

Heraus Precious Metals Management LLC

By: John C. Burden

Name: John C. Burden

Title: President

W. C. Hurst & Co., Inc. and affiliates

By: DR. ROLAND GIERER

Name: DR. ROLAND GIERER

Title: Managing Director

Heraus Metall Processing, Inc. and affiliates

By: Oliver Blankenstein

Name: Oliver Blankenstein

Title: CFO

Empfangszeit 10. Aug. 21:29